Particulars	Amount Paid	GRN/Transaction Id	Date
Stamp Duty	Rs. 1280/-	MH003393943201920E	29/06/2019
Registration Fee	Rs. 1000/-	MH003393943201920E	29/06/2019

## LEAVE AND LICENSE AGREEMENT

This agreement is made and executed on 30/06/2019 at MUMBAI Between,

1) **Name:** Mr. <u>Gyana Ranjan Das</u>, Age: About <u>47</u> Years, PAN: <u>AFDPD0520L</u> Residing at: <u>Building Name:Gram: HATANUAGAN</u>, Block Sector: MAYURBHANJ, Road:Post Office: SAINKULA, ODISHA, Mayurbhanj, Orissa, 757102

HEREINAFTER called 'the Licensor (which expression shall mean and include the Licensor above named and also his/her/their respective heirs, successors, assigns, executors and administrators)

#### AND

- 1) **Name:** Mr.Hemant Kalal , Age : About <u>23</u> Years, PAN : <u>INTPK0223H</u> Residing at: <u>Flat</u> No:HOUSE NO 188, Building Name:LAXMI NAGAR, Block Sector:DUNGARPUR, Road:NEAR S P GARDEN, RAJASTHAN, Dungarpur, Rajasthan, 314001
- 2) **Name:** Mr.Shubham Shah, Age: About 21 Years, PAN: GJZPS2738M Residing at: Flat No:25A, Building Name:NEW SWASTIK NAGAR, Block Sector:AMRAVATI, Road:BADNERA ROAD, AMRAVATI, Amravati, Maharashtra, 444605
- 3) Name: Mr. Narendra Pal Singh, Age: About 22 Years, PAN: LHMPS5576F Residing at: Flat No:PLOT NO 17, Building Name: PHOOL NARAYAN COLONY, Block Sector: PALI, Road: PATALIYA JAV SOJAT CITY, RAJASTHAN, Pali, Rajasthan, 306104

HEREINAFTER called 'the Licensees' (which expression shall mean and include only Licensees above named).

WHEREAS the Licensor is absolutely seized and possessed of and or otherwise well and sufficiently entitled to all that constructed portion being unit described in Schedule I hereunder written and are hereafter for the sake of brevity called or referred to as Licensed Premises and is/are desirous of giving the said premises on Leave and License basis under Section 24 of the Maharashtra Rent Control Act, 1999.

AND WHEREAS the Licensees herein are in need of temporary premises for <u>Residential</u> use has/have approached the Licensor with a request to allow the Licensees herein to use and occupy the said premises on Leave and License basis for a period of <u>11</u> Months commencing from <u>11/07/2019</u> and ending on <u>10/06/2020</u>, on terms and subject to conditions hereafter appearing.

AND WHEREAS the Licensor have agreed to allow the Licensees herein to use and occupy the said Licensed premises for his aforesaid <u>Residential</u> purposes only, on Leave and License basis for above mentioned period, on terms and subject to conditions hereafter appearing;



# NOW THEREFORE IT IS HEREBY AGREED TO, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

- 1) **Period:** That the Licensor hereby grants to the Licensees herein a revocable leave and license, to occupy the Licensed Premises, described in Schedule I hereunder written without creating any tenancy rights or any other rights, title and interest in favour of the Licensees for a period of  $\underline{11}$  Months commencing from  $\underline{11/07/2019}$  and ending on  $\underline{10/06/2020}$
- 2) License Fee & Deposit: That the Licensees shall pay to the Licensor License fee at the rate of Rs. 45000(Forty-Five Thousand Only) per month towards the compensation and Rs. 150000(One Lakh Fifty Thousand Only) interest free refundable deposit, for the use of the said Licensed premises. The amount of monthly compensation License fee shall be payable within first five days of the concerned month of Leave and License.
- 3) Payment of Deposit: That the Licensees has paid / shall pay the above mentioned deposit/premium as mentioned above by Cheque/NEFT/RTGS No. 000000, dated 11/07/2019, drawn on the Licensee's Banking Account with State bank of india Bank, sai nagar, Amravati Branch. Amount Rs.150000/-(One Lakh Fifty Thousand Only)
- **4) Maintenance Charges:** That the all outgoings including all rates, taxes, levies, assessment, maintenance charges, non occupancy charges, etc. in respect of the said premises shall be paid by the Licensor.
- **5) Electricity Charges:** The licensee herein shall pay the electricity bills directly for energy consumed on the licensed premises and should submit original receipts to Licensor indicating that the electricity bills are paid.
- 6) Use: That the Licensed premises shall only be used by the Licensees for Residential purpose. The Licensees shall maintain the said premises in its existing condition and damage, if any, caused to the said premises, the same shall be repaired by the Licensees at its own cost subject to normal wear and tear. The Licensees shall not do anything in the said premises which is or is likely to cause a nuisance to the other occupants of the said building or to the prejudice in any manner to the rights of Licensor in respect of said premises or shall not do any unlawful activities prohibited by State or Central Government.
- **7) Alteration:** That the Licensees shall not make or permit to do any alteration or addition to the construction or arrangements (internal or external) to the Licensed premises without previous consent in writing from the Licensor.
- **8) No Tenancy:** That the Licensees shall not claim any tenancy right and shall not have any right to transfer, assign, and sublet or grant any license or sub-license in respect of the Licensed Premises or any part thereof and also shall not mortgage or raise any loan against the said premises.
- **9) Inspection:** That, the Licensor shall on reasonable notice given by the Licensor to the Licensees shall have a right of access either by himself / herself / themselves or through authorized representative to enter, view and inspect the Licensed premises at reasonable intervals.

- **10) Lock in period:** Both the parties have agreed to set a lock-in period of 6 months during which neither the Licensor shall ask the licensee to vacate the premises, nor the licensee shall vacate the premises on his own during the lock-in period. In spite of this mandatory clause, if the licensee leaves the premises for whatsoever reason, he shall pay to the Licensor license fee for the remaining lock-in period at the rate of agreed upon in the agreement. On the other hand, Licensor shall compensate the Licensee for loss and inconvenience caused to the Licensee if he has been asked to vacate the premises.
- 11) Cancellation: That, Subject to the condition of lock in period (if any), if the Licensees commit default in regular and punctual payments of monthly compensation as herein before mentioned or commit/s breach of any of the terms, covenants and conditions of this agreement or if any legislation prohibiting the Leave and License is imposed, the Licensor shall be entitled to revoke and / or cancel the License hereby granted, by giving notice in writing of one month and the Licensees too will have the right to vacate the said premises by giving a notice in writing of one month to the Licensor as mentioned earlier.
- **12) Possession:** That the immediately at on the expiration or termination or cancellation of this agreement the Licensees shall vacate the said premises without delay with all his goods and belongings. In the event of the Licensees failing and / or neglecting to remove themselves and / or his articles from the said premises on expiry or sooner determination of this Agreement ,the Licensor shall be entitled to recover damages at the rate of double the daily amount of compensation per day and or alternatively the Licensor shall be entitled to remove the Licensees and his belongings from the Licensed premises, without recourse to the Court of Law.
- 13) Furniture and Appliances: The said premises is having the Furniture and Appliances mentioned in the Schedule II. The licensee shall maintain the said Furniture and Appliances in the said premises in its existing condition and damage, if any, caused to the said Furniture and Appliances, the same shall be repaired by the Licensee/s at its own cost subject to normal wear and tear
- 14) Miscellaneous: The LICENSEES or the LICENSOR shall have the option to terminate the Agreement after the lockin period if any, for any reason whatsoever on giving one months prior notice in writing by either of the parties. The Security Deposit shall be refunded simultaneously on the Licensees duly handing over vacant and peaceful possession of the said premises to the Licensor on expiry or termination of this Leave and Licence Agreement. The licensee shall not perform or carry out any activity of illegal nature or immoral nature in the said premises and shall use only for residential purpose. The licensee shall not store or allow to be stored in the said premises any goods, articles or things of a hazardous, inflammable or combustible nature. The Licensee shall not do anything which is not permissible or is prohibited under law, or is in contravention of bye-laws, rules, regulations of the Society. The Air conditioner and Aquaguard shall be serviced once in 3 months by the licensees.
- **15) Registration:** This Agreement is to be registered and the expenditure of Stamp duty and registration fees and incidental charges, if any, shall be borne by the <u>Licensee and Licensor</u> equally .

### **SCHEDULE I**

(Being the correct description of premise Apartment/Flat which is the subject matter of these presents)

All that constructed portion being Residential unit bearing Apartment/Flat No. G 32, Built-up:760 Square Feet, situated on the 3rd Floor of a Building known as 'MAHINDRA PARK' standing on the plot of land bearing C.T.S. Number:175,Road: L B S MARG,NARAYAN NAGAR, Location: GHATKOPAR WEST MUMBAI 400086, of Village:Kirol,situated within the revenue limits of Tehsil Kurla and Dist Mumbai Sub-urban District and situated within the limits of Mumbai Municipal Corporation.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective signatures by way of putting thumb impression electronic signature hereto in the presence of witness, who are identifying the executants, on the day, month and year first above written.

#### **SCHEDULE II**

(Being the correct description of Furniture and Appliances in the premise)

Sr No.	Item	Number of	
		Units	
1	Other	01	



Name & Address	Photo	Thumb Image	Digitally signed
Licensor Mr.Gyana Ranjan Das Address: Building Name:Gram: HATANUAGAN, Block Sector: MAYURBHANJ, Road:Post Office: SAINKULA, ODISHA, Mayurbhanj, Orissa, 757102			Not Available
Licensees Mr.Hemant Kalal Address:Flat No:HOUSE NO 188, Building Name:LAXMI NAGAR, Block Sector:DUNGARPUR, Road:NEAR S P GARDEN, RAJASTHAN, Dungarpur, Rajasthan, 314001			Not Available
Licensees Mr.Shubham Shah Address:Flat No:25A, Building Name:NEW SWASTIK NAGAR, Block Sector:AMRAVATI, Road:BADNERA ROAD, AMRAVATI, Amravati, Maharashtra, 444605			Not Available
Licensees Mr.Narendra Pal Singh Address:Flat No:PLOT NO 17, Building Name:PHOOL NARAYAN COLONY, Block Sector:PALI, Road:PATALIYA JAV SOJAT CITY, RAJASTHAN, Pali, Rajasthan, 306104			Not Available
Witness of execution of all executants  Navin Mulchandani  Address: Building Name:Nandish, Block  Sector:Santacruz East, Road:Nehru, Mumbai,  Mumbai, Maharashtra, 400055			Not Required
Witness of execution of all executants  Raju Shah  Address: Building Name:Nandish, Block Sector:Santacruz East, Road:Nehru, Mumbai, Mumbai, Maharashtra, 400055			Not Required



#### **Admission Of Execution / Identification**

The following parties have admitted that they have executed the Agreement of Leave and Licenses & the identifires have stated that they are well acquainting to the said parties. They have given their consent to, Department of Stamp and Registration, Maharashtra State to obtain their Aadhaar number, Name and fingerprint for authentication with UIDAI and their identity has been verified with the UIDAI.

Type of Party, Name & UID	Date & Time of Admission	Verification	Information received from UIDAI(Name,Gender,Aadhaar No,Photo)	
		with UIDAI		
Licensor				
Gyana Ranjan	29/06/2019	29/06/2019	Gyana Ranjan Das, Male, XXXX	
<u>Das</u>	11:27:08 AM	11:33:20 AM	XXXX 0734	
Licensees				
Hemant Kalal	01/07/2019	01/07/2019	Hemant Kalal, Male, XXXX	
	08:30:37 PM	08:31:24 PM	XXXX 9903	19
Licensees				
Shubham Shah	01/07/2019	01/07/2019	Shubham Rasik Shah, Male,	
	08:10:10 PM	08:11:24 PM	XXXX XXXX 8199	
Licensees				
Narendra Pal	01/07/2019	01/07/2019	Narendra Pal Singh, Male, XXXX	
Singh	08:12:03 PM	08:14:15 PM	XXXX 6459	1
identifier for all				
executants	01/07/2019	01/07/2019	Navin Mulchandani, Male, XXXX	
<u>Navin</u>	08:45:48 PM	08:46:08 PM	XXXX 5234	
<u>Mulchandani</u>				
identifier for all				
oxoodtanto		01/07/2019	Raju Ramakant Shah, Male,	
Raju Shah	08:32:21 PM	08:33:10 PM	XXXX XXXX 7429	



